

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ARROYO GRANDE POLICE DEPARTMENT,
THE GROVER BEACH POLICE DEPARTMENT,
THE MORRO BAY POLICE DEPARTMENT,
THE PASO ROBLES POLICE DEPARTMENT,
THE PISMO BEACH POLICE DEPARTMENT,
THE CALIFORNIA POLYTECHNIC STATE UNIVERSITY,
SAN LUIS OBISPO POLICE DEPARTMENT, AND
CALIFORNIA STATE PARKS
REGARDING IMPLEMENTATION AND DEPLOYMENT OF A JOINT REGIONAL
LAW ENFORCEMENT SPECIAL WEAPONS & TACTICS TEAM**

I. PARTIES

The parties of this Memorandum of Understanding (“MOU”) dated this _____ day of _____, 20____, are the Arroyo Grande Police Department, Grover Beach Police Department, Morro Bay Police Department, Paso Robles Police Department, Pismo Beach Police Department, San Luis Obispo Police Department, California Polytechnic State University San Luis Obispo Police Department and the State of California, through its Department of Parks and Recreation (“State Parks”) (hereinafter referred to individually as a “Participating Agency” and collectively as “Participating Agencies”).

II. AUTHORITY

This MOU shall be executed on behalf of each Participating Agency by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each Participating Agency. This MOU shall be deemed effective upon the last date of execution by the last authorized representative. This MOU may be executed in counterparts and be valid as if each authorized representative had signed the original document.

III. NAME OF JOINT ORGANIZATION

The name of the team shall be the San Luis Obispo County Regional Special Weapons and Tactics Team (“Regional SWAT Team”).

IV. PURPOSE

The Participating Agencies named in this MOU are in close geographic proximity within San Luis Obispo County and share similar needs for police response to high risk and critical incidents.

The Participating Agencies of this MOU will select respective personnel for joint membership in the Regional SWAT Team. The Regional SWAT Team may operate and have jurisdiction in each of the Cities or jurisdictions of each Participating Agency in order to provide their respective communities with effective and efficient delivery of key public safety services in response to critical incidents including, but not limited to, hostage situations, barricaded subjects, high-risk warrant services, high-risk apprehension, dignitary protection, terrorist events, and special assignments or other incidents that exceed the routine capability of the Participating Agencies first responders and investigative resources. This MOU shall allow for the combination of personnel onto the Regional SWAT Team to ensure delivery of these key services at the highest level possible for the Participating Agencies.

The Participating Agencies recognize that response to critical incidents can be enhanced and efficiency increased by combining police personnel with such specialized training and expertise into a Regional SWAT Team that is available for response to any of the Participating Agencies and in accordance with the terms and conditions set forth herein.

V. TERM, RENEWAL, AND TERMINATION OF THE AGREEMENT

- a. The term of the MOU will be from ____ June, 2024 to June 30, 2029.
- b. To accommodate the operational needs of the Participating Agencies, upon agreement of all parties, this MOU may be renewed for three (3) successive five (5) year periods.
- c. Any Participating Agency may withdraw from this MOU at any time, without cause, upon giving all parties written notice thereof.
- d. If one (1) or more Participating Agencies terminate their participation in the Regional SWAT Team, but the Regional SWAT Team continues to exist, the Participating Agency(ies) terminating participation shall be deemed to have waived any right or title to any property jointly funded by the Regional SWAT Team or share in the proceeds at the time of disbandment.
- e. If the Governing Board determines that a Participating Agency is not in compliance with this MOU or the policies and procedures established for the Regional SWAT Team, the Governing Board, by majority vote of all Participating Agency Police Chiefs, may remove the Participating Agency from the Regional SWAT Team and from the obligation of this MOU. A designee vote, or proxy vote, is not valid for this action. As used herein, the term "Police Chiefs or Chiefs" shall also be deemed to mean a Superintendent of State Parks.
- f. The Regional SWAT Team may be disbanded by a majority vote of the Governing Board. Any vote for termination shall only occur when the Police Chief of each Participating Agency is present at the meeting in which such a vote is taken.

g. Upon termination of this MOU, or the removal of a Participating Agency from this MOU, each Participating Agency shall retain sole ownership of the equipment purchased and provided to its participating SWAT team members.

h. Upon disbanding of the Regional SWAT Team, any assets acquired with grant funds from the Department of Homeland Security (DHS) shall be turned over to the San Luis Obispo County Office of Emergency Services, the grant administrator for San Luis Obispo County.

i. Upon disbanding of the Regional SWAT Team, any assets acquired with joint funds of the SWAT team's Participating Agencies still operating at the time of the disbanding, shall be equally divided among the Participating Agencies at the asset's fair market value upon termination.

j. If two or more Participating Agencies desire an asset, the final decision shall be made by arbitration as follows:

i. The Participating Agencies interested in the asset shall select one (1) person (Arbitrator) to determine which agency will receive the asset. If the Participating Agencies cannot agree to an Arbitrator, the Chiefs of the Participating Agencies participating in the Regional SWAT Team at the time of disbandment shall meet to determine who the Arbitrator will be. The arbitrator may be any person not employed by the Participating Agencies that desire the asset.

ii. During a meeting with the Arbitrator, each Participating Agency interested in the asset shall be permitted to make an oral or written presentation to the Arbitrator in such support of its position.

iii. At the conclusion of the presentation, the Arbitrator shall determine which Participating Agency is to receive the asset. The decision of the Arbitrator shall be final and shall not be subject to appeal or review.

VI. GOVERNANCE

A Regional SWAT Team Governing Board comprised of the Chiefs of the Participating Agencies, shall provide oversight of the Regional SWAT Team, including but not limited to, adoption and modification of policies and operating procedures, selection of command staff, compliance with this MOU and fiscal management. The Governing Board will meet monthly or as needed. The presence of five (5) Governing Board members, or their designee, constitutes a quorum.

A presiding officer, known as the Chair, shall, at all times, be a Police Chief from a Municipal agency within San Luis Obispo County. The Chair shall have at least one year of experience as a Police Chief in San Luis Obispo County and must have previously served as a Vice Chair prior to ascending to the Chair position.

The subsequent presiding officer, known as the Vice Chair, shall take office in January of each year. The Vice Chair will act as the Chair in the absence of the Chair for any meetings. The Vice Chair shall be appointed to their role based on a geographical accession plan beginning with the South County agencies and ascending to the North County agencies. The Vice Chair will ascend to the Chair position after the term of the presiding officer has concluded, or in the instance of the presiding officer vacating the Chair. The Vice Chair will complete the term of the vacating Chair and then start their annual term the following January.

Each member of the Governing Board shall have an equal vote and voice on all Board decisions. All Governing Board decisions shall be made by a majority vote of the Governing Board members, or their designees, appearing at the meeting in which the decision is made. A majority of Governing Board members, or their designees, must be present at each meeting for any actions taken to be valid.

VII. NOTICES

Notices and communications between the Participating Agencies shall be sufficiently given if sent by first-class mail, e-mail, personal delivery, or facsimile transmission, to the Chief of Police of the Participating Agencies. The Chair shall provide no less than forty-eight (48) hours' notice of all meetings to all members of the Governing Board; provided, however, that in emergency situations, the Chair may conduct a telephonic meeting or a poll of individual Governing Board members to resolve any issues related to such emergency.

VIII. SWAT TEAM COMMAND STRUCTURE

a. Personnel and Selection. The Regional SWAT Team shall consist of employees from the Participating Agencies assigned as tactical officers, tactical supervisors and commanders, crisis negotiators, and support personnel. The Regional SWAT Team configuration may be comprised of as many sub-teams or reserve teams as needed for a particular incident. The appointment of the Regional SWAT Commander and Tactical Commander(s) will be made by the Governing Board.

b. Incident Commander. The Participating Agency where an incident occurs shall be in overall command and control of the incident and shall designate an Incident Commander from their command level.

c. SWAT Commander. The Regional SWAT Commander will serve as part of the Incident Command staff in all jurisdictions and will directly oversee the Regional SWAT Team tactical command and the operational control of the Regional SWAT Team. The Regional SWAT Commander and the Tactical Commander are responsible for the actual deployment of the SWAT Team, tactical decision making and tactical resolution of the incident, with approval of the Incident Commander.

d. Command and Control of Staff. While engaging in any Regional SWAT Team activity, it is understood that the collaborative effort of the Regional SWAT Team entails respect for the established chain of command within the team. However, it is imperative to maintain the integrity of personnel within the respective city jurisdiction where the SWAT activity is happening. Therefore, jurisdictional control over personnel, outside of the Regional SWAT Team, including peace officers, civilian employees, community service officers, or volunteers, shall remain under the authority of the City Incident Commander or their designated representative and in Unified Command with the Regional SWAT Team. This ensures seamless coordination between the SWAT team and the Incident Commander, facilitating efficient operations.

IX. REQUESTS FOR SWAT TEAM ACTIVATION

To request Regional SWAT Team activation, the Participating Agency command staff shall contact the San Luis Obispo Police Department Dispatch Center and request to speak to the Regional SWAT Team Commander. Should the SWAT Team Commander be unavailable, the request will then be made to the Tactical Commander, or if unavailable, finally to the Assistant Tactical Commander(s). When it is agreed that activation will occur, the San Luis Obispo Police Department Dispatch Center will begin the call-out procedures starting with the Regional SWAT Team leadership. If contact cannot be made with the Regional SWAT Team Commander, Tactical Commander, or Assistant Tactical Commander(s) then there will be no call-out of the Regional SWAT Team.

X. PARTICIPATING AGENCY RESPONSIBILITIES

a. Participating Agency Staffing. The Participating Agencies will assign and maintain personnel for the Regional SWAT Team sufficient to provide appropriate joint coverage for critical incidents in any of the Participating Agencies' jurisdictions, but no fewer than one sworn peace officer, assigned and trained as a SWAT Team Operator. Each Participating Agency will respond to requests for Regional SWAT Team services in all participating jurisdictions as promptly and fully as practical, based on established response criteria and so long as the Participating Agency is in good standing. Good standing means the Participating Agency has met their financial and personnel obligations to the Regional SWAT Team and that participating team members have attended mandatory training and are properly equipped. Participating Agencies not in good standing may petition the Governing Board for a majority vote for consideration of a temporary financial offset to maintain SWAT services in the amount of \$12,000 annually or \$1000 monthly (prorated) until the Participating Agency is able to meet the minimum personnel contribution. The Chiefs of each Participating Agency may accept or decline the services of the Regional SWAT Team or may withdraw their employees from any Regional SWAT Team response for any legitimate reason.

i. Public Information and Media Requests. Any release of public information in response to a public information request will be made in

compliance with the California Public Records Act (CPRA). Each agency will be responsible for responding or coordinating a response to CPRA requests they receive. Information in possession of one agency may not necessarily be in the possession of the other agency, making it necessary for each to be responsible for requests received by said agency. The law enforcement agency having primary jurisdiction over the location to which the Regional SWAT Team responds during any specific critical incident or other event will be responsible for overall media relations for the duration of that event, including providing a Public Information Officer / Spokesperson at the scene of the incident if necessary; although that agency may request assistance of personnel from another Participating Agency for the purpose of media relations if needed.

- ii. **Detective and Investigative Support.** The agency of primary jurisdiction in which the SWAT incident is occurring, will provide at least one (1) sworn peace officer assigned to Criminal Investigations or comparable position with like responsibilities to serve as an investigative resource in procuring search and/or arrest warrants, evaluating criminal charges, and when necessary, liaising with command and/or and the District Attorney's Office on criminal charges.
- iii. **Personnel Qualifications.** The Governing Board shall establish uniform minimum qualifications and appropriate selection processes for Regional SWAT Team members, including the SWAT Commander and Tactical Commander positions. Each Participating Agency may establish additional minimum qualifications for their personnel to be considered for the Regional SWAT Team.

b. Policies, Procedures, Guidelines and Regulations. The Participating Agencies agree that their employees will adhere to the policies, procedures, guidelines, and regulations of the Regional SWAT Team. Personnel assigned to the Regional SWAT Team shall be deemed to be continuing under the employment of their respective agency and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as Peace Officers and Support Staff employees in their own jurisdiction. Actions taken by individual personnel from the Participating Agencies shall be subject to the policies and procedures of their respective agency, to include the appropriate Use of Force policies. In the event any personnel from a Participating Agency should be ordered by the agency of jurisdiction's incident commander or SWAT command personnel to engage in an action, or refrain from engaging in an action, that the Participating Agency's personnel believes would result in violation of their agency's policies and procedures, this fact shall immediately be brought to the attention of the incident commander or the SWAT command personnel unless such notification risks immediate loss of life or damage to property. Should the incident commander or the SWAT command personnel order the Participating Agency personnel to engage in such action, or to refrain from engaging in an action, notwithstanding such notification, the agency of jurisdiction shall hold harmless, defend and indemnify the Participating Agency

and its officials, employees and agents against any and all claims arising out of such action or failure to act..

c. AB 481 Reporting. In compliance with AB 481, codified in Government Code sections 7070 through 7075, all Participating Agencies shall list the Regional SWAT Team's potential use of "military equipment" in their jurisdiction during their annual reporting to their respective governing body. Each Participating Agency should also report the use and replacement of the military equipment used by their respective members.

d. Administrative Investigations. Any administrative investigation of a Regional SWAT Team member shall be conducted by the Participating Agency employing the Regional SWAT Team member. Any administrative action resulting from such an investigation shall be at the discretion of the Regional SWAT Team member's employing agency. Investigatory findings which may impact the fitness for duty of a Regional SWAT Team member will be promptly reported to the Governing Board consistent with the Peace Officer's Procedural Bill of Rights and Penal Code 832.7. The Participating Agency shall always retain the discretion to remove the member from the Regional SWAT Team.

XI. BUDGET, EQUIPMENT, AND TRAINING

- a. **Participating Agency Budget.** Each Participating Agency shall financially contribute annually for consumable Regional SWAT Team supplies, training and equipment used during a Regional SWAT Team training or deployments.
 - i. The Governing Board may appoint the finance department of a municipal Participating Agency (City) to manage the finances of the Regional SWAT Team. Before appointing the finance department of a particular City, the Governing Board shall consult with the finance department and obtain its approval. The duty of managing the finances for the Regional SWAT Team may be rotated to other municipal Participating Agencies at the discretion of the Governing Board. A budget report should be made available at the request of the Governing Board for annual review. It is recommended that each Participating Agency maintain an independent budget tracking system to track funds expended by its participating Regional SWAT Team members.
 - ii. As required by this agreement, the Participating Agencies acknowledge and agree that funding under this MOU will be made from funds available to the Participating Agencies. Funding for the participation in, and expenditures paid or incurred for the execution of, this MOU have been made, or will be made in successive years, as provided, and approved through the respective annual budgets approved by the Participating Agencies governing bodies or at the Agency Head's discretion, as applicable to each respective Participating Agency's own policies and procedures.

- iii. Each Participating Agency shall deposit an annual contribution of five thousand dollars (\$5,000.00) to the Regional SWAT Team account, no later than September 1st of each year of the MOU. The City whose finance department has agreed to act as the financial manager for the Regional SWAT Team and appointed to this role by the Governing Board shall receive an annual administrative fee as set by the Governing Board and agreed upon by the financial manager City. When applicable, the financial manager City will collect the administrative fee as of September 1st of each year or after the last city has paid their annual contribution, whichever occurs later. Invoicing will occur no later than August 1st of each year of the MOU, with net 30 days to deposit funds. Financial reporting and expenditures against the Regional SWAT Team account will be in accordance with policies established by the Regional SWAT Team Governing Board.

b. Personnel Costs. Participating Agencies will be responsible for all personnel costs and obligations associated with the staff members they assign to the Regional SWAT Team, including costs associated with salary and benefits, overtime, training, and workers' compensation. Each Participating Agency will be responsible for their respective personnel costs during each Regional SWAT Team activation, scheduled training, briefings and team meetings.

c. Equipment. Each Participating Agency will be responsible for the costs of all necessary individual tactical equipment and weapon(s) issued to the Regional SWAT Team members from that Participating Agency for use during Regional SWAT training and deployment.

d. Joint Capital Expenditures. The Governing Board must approve all joint capital expenditures for the Regional SWAT Team.

e. Participation in Training. Participating Agencies agree that Regional SWAT Team abilities are highly perishable and specialized. For this reason, each Participating Agency will attempt to accommodate the team members in attending the training to the best of that agency's ability. Routine failure to attend scheduled training may result in a Participating Agency's team member being removed or suspended from the Regional SWAT Team.

XII. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION

a. Each Participating Agency is an independent entity, and this MOU does not create a separate legal entity. Each Participating Agency shall, always, remain an independent entity solely responsible for all acts of its employees or agents, including any negligent acts or omissions.

b. Each Participating Agency shall consider any request and deployment of the Regional SWAT Team a request for assistance by the requesting law enforcement agency. It is the intent of the Participating Agencies to provide services of the Regional SWAT Team without the threat of being subject to liability to one another and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with the Regional SWAT Team actions that are brought against the jurisdictions.

c. Each Participating Agency that assigns employees to the Regional SWAT Team pursuant to this MOU or deploys personnel with the Regional SWAT Team for limited or special purposes shall retain full financial responsibility for its own employees, for all vehicles and other equipment owned, leased, or used by its own employees, and for any injury or liability claims, including workers' compensation claims, made by its own employees. Each Participating Agency shall defend, indemnify and hold harmless each and every other Participating Agency and their officers and employees from and against any and all liability, losses, claims or damages whatsoever, resulting from the acts or omissions of the indemnifying Participating Agency or its officers or employees related to participation on the Regional SWAT Team or from any defects in vehicles or other equipment owned or leased by the indemnifying Participating Agency and used by the Regional SWAT Team.

d. In the event of concurrent or shared negligence of a City, its officer and/or employees, and any other party to this MOU, its officers, employees, and/or agents then the liability for any and all claims for injuries or damages to persons and/or property which arise out of any incident or event in which a party has used the Regional SWAT Team under the terms and conditions of this MOU, shall be apportioned by the parties under the California doctrine of comparative negligence as established presently, or may be altered hereafter. If the parties fail to agree on the apportionment, then the apportionment shall be established by an arbitrator mutually selected by the parties signatory to this MOU, or by the Court.

e. Insurance. Each Participating Agency shall always maintain in full force during the performance of this MOU, a policy, or policies of insurance (or self-insurance covering same) and in the minimum limits of liability as stated herein.

i. Comprehensive general liability, on an "occurrence" basis, including but not limited to premises, personal injuries, products, advertising injury, and completed operations for combined single limit of not less than \$1,000,000 per occurrence. If the general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

ii. Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.

Participating Agencies
San Luis Obispo County Regional Special Weapons and Tactics Team
(Regional SWAT)

As of March 1, 2024

City of Arroyo Grande Police Department

City of Grover Beach Police Department

City of Morro Bay Police Department

City of Paso Robles Police Department

City of Pismo Beach Police Department

City of San Luis Obispo Police Department

California Polytechnic State University Police Department

California State Parks